



Solid Waste Department COUNTY OF TULARE AGENDA ITEM

BOARD OF SUPERVISORS

KUYLER CROCKER
District One
PETE VANDER POEL
District Two
AMY SHUKLIAN
District Three
EDDIE VALERO
District Four
DENNIS TOWNSEND
District Five

AGENDA DATE: June 2, 2020 Revised

Public Hearing Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Published Notice Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Advertised Published Notice	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Meet & Confer Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Personnel Resolution attached	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
CONTACT PERSON: Guillermo Hermoso PHONE: (559)624-7198		

SUBJECT: Award Construction Contract for the Visalia Landfill Phase 4 Expansion Project

REQUEST(S):

That the Board of Supervisors:

1. Approve and award a construction contract to the lowest responsive, responsible bidder, Sukut Construction LLC, in the amount of \$8,132,806 for the Visalia Landfill Phase 4 Expansion Project.
2. Authorize the Chair to sign four (4) copies of the contract.
3. Approve Contingency Funds in the amount of \$813,281 to cover the cost of unexpected construction conditions.

SUMMARY:

The Visalia Landfill, owned and operated by the County, is nearing capacity on the recently constructed lined portion. It must again be expanded laterally in order to continue accepting waste. State and federal regulations require all lateral landfill expansions to be lined with a composite base liner containing clay and plastic liner components in addition to a means of collecting and recovering any liquid that is captured on the liner. Because of the proximity of shallow groundwater at this location, a double liner consisting of two layers of clay and plastic is required to protect groundwater and prevent landfill gas migration. The proposed expansion covers approximately 28 acres and is expected to provide capacity for an additional 7 years given the site's current waste stream.

The Visalia Landfill Phase 4 Expansion Project was approved by your Board on

SUBJECT: Award Construction Contract for the Visalia Landfill Phase 4 Expansion Project

DATE: June 2, 2020

April 7, 2020 (Resolution 2020-0167). A total of eight (8) bids were received (see attached bid summary sheet for details).

Sukut Construction LLC, of Santa Ana, California, submitted the lowest, responsive, responsible bid. Their bid was approximately 8.6% below the Engineer's Estimate of \$8,892,820. The Department requests your Board approve a 10% Contingency to provide for unexpected construction conditions outside of the contractor's control.

FISCAL IMPACT/FINANCING:

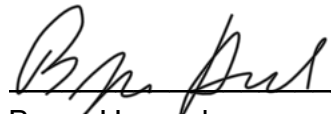
Bid Amount.....	\$8,132,806
10% Contingency.....	813,281
Total Project Cost.....	\$8,946,087

The expansion project will be entirely funded by the Solid Waste Future Disposal Site Construction Reserve (BSA 045-3300) with Zero Cost to the General Fund. The Reserve has a balance of \$10,130,860 as of April 30, 2020.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The requested action assists the County in its efforts to manage its natural resources in addition to providing for the health and safety of the general public through environmental protection.

ADMINISTRATIVE SIGN-OFF:



Bryce Howard
Director- Solid Waste Department

cc: Auditor-Controller
County Counsel
County Administrative Office (2)

Attachment(s) Bid Tabulation Sheet
Construction Contract

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF AWARD)
CONSTRUCTION CONTRACT FOR THE) Resolution No. _____
VISALIA LANDFILL, PHASE 4 EXPANSION) Agreement No. _____
PROJECT)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD _____
_____, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

1. Approved and awarded a construction contract to the lowest responsive, responsible bidder, Sukut Construction LLC, in the amount of \$8,132,806 for the Visalia Landfill Phase 4 Expansion Project.
2. Authorized the Chair to sign four (4) copies of the contract.
3. Approved Contingency Funds in the amount of \$813,281 to cover the cost of unexpected construction conditions.

BID TABULATION SHEET

PROJECT: **VISALIA LANDFILL PHASE 4 EXPANSION**
 Location: TULARE COUNTY, STATE OF CALIFORNIA
 Opened by: Kirsten Bain

Bid Opening: 6-May-20 11:00 a.m.
 No. of Bidders: 8

1. Sukut Construction 2. Wood Bros Inc. 3. Cal Valley Construction

ENGINEER'S ESTIMATE

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilizaion	LS	LS	\$ 150,000.00	\$ 150,000.00	\$ 385,000.00	\$ 385,000.00	\$ 240,912.00	\$ 240,912.00	\$ 625,000.00	\$ 625,000.00
2(F)	Excavation	CY	355500	2.00	711,000.00	2.10	746,550.00	3.00	1,066,500.00	2.67	949,185.00
3(F)	Engineered Fill	CY	62910	5.00	314,550.00	3.10	195,021.00	3.40	213,894.00	1.60	100,656.00
4	Anchor Trench	LF	3180	10.00	31,800.00	15.00	47,700.00	10.30	32,754.00	11.46	36,442.80
5(F)	Operations & Liner Separation Layers	CY	134000	4.50	603,000.00	2.30	308,200.00	3.05	408,700.00	3.29	440,860.00
6	12" Aggregate Base Access Road	SF	80800	2.00	161,600.00	2.35	189,880.00	1.62	130,896.00	3.13	252,904.00
7	6" Aggregate Base Access Road	SF	16100	1.20	19,320.00	1.50	24,150.00	1.76	28,336.00	2.49	40,089.00
8	Expose Existing Liner for Tie-in	LF	1250	1.50	1,875.00	18.00	22,500.00	5.10	6,375.00	13.47	16,837.50
9(S)	Ag Well Abandonment	LS	LS	10,000.00	10,000.00	29,000.00	29,000.00	47,465.00	47,465.00	25,000.00	25,000.00
10(F-S)	Geosynthetic Clay Liner	SF	2448000	0.77	1,884,960.00	0.69	1,689,120.00	0.69	1,689,120.00	0.64	1,566,720.00
11(F-S)	Geomembrane	SF	2454500	0.92	2,258,140.00	0.70	1,718,150.00	0.70	1,718,150.00	0.65	1,595,425.00
12(F-S)	Geocomposite	SF	2454500	0.75	1,840,875.00	0.83	2,037,235.00	0.81	1,988,145.00	0.75	1,840,875.00
13(S)	Geoelectric Leak Location Surveys	LS	LS	90,000.00	90,000.00	75,000.00	75,000.00	86,781.00	86,781.00	85,000.00	85,000.00
14	18" Corrugated Metal Pipe	LF	242	50.00	12,100.00	70.00	16,940.00	70.00	16,940.00	84.00	20,328.00
15	24" Corrugated Metal Pipe	LF	60	60.00	3,600.00	81.00	4,860.00	119.00	7,140.00	130.00	7,800.00
16	4'x4' Drainage Inlet	EA	1	4,000.00	4,000.00	7,500.00	7,500.00	3,962.00	3,962.00	7,500.00	7,500.00
17(S)	Leachate Extraction and Storage System	LS	LS	500,000.00	500,000.00	370,000.00	370,000.00	238,170.00	238,170.00	240,558.35	240,558.35
18(S)	Leachate Collection System	LS	LS	180,000.00	180,000.00	160,000.00	160,000.00	170,648.00	170,648.00	335,000.00	335,000.00
19(S)	Secondary Liner Sump System and Pan Lysimeter	LS	LS	26,000.00	26,000.00	40,000.00	40,000.00	38,889.00	38,889.00	80,000.00	80,000.00
20(S)	Secondary Leachate Containment Pad	EA	2	45,000.00	90,000.00	33,000.00	66,000.00	32,132.00	64,264.00	40,000.00	80,000.00
TOTAL					\$ 8,892,820.00		\$ 8,132,806.00		\$ 8,198,041.00		\$ 8,346,180.65

TRI Environmental Inc.
 D&E Construction
 Electrical Management Systems
 Consolidated Testing Labs

D&E Construction
 Figueroa Concrete
 Lighthouse Electrical
 F3 & Associates
 Geo-Logic Associates
 Zim Industries

D&E Construction
 Lighthouse Electrical
 Geo-Logic Associates

BID TABULATION SHEET

PROJECT: **VISALIA LANDFILL PHASE 4 EXPANSION**
 Location: TULARE COUNTY, STATE OF CALIFORNIA
 Opened by: Kirsten Bain

Bid Opening: 5/6/2020 11:00 a.m.
 No. of Bidders: 8

4. Teichert Construction

5. Yarbs Grading & Paving

6. Papich Construction

7. Ford Construction

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilizaion	LS	LS	\$ 796,000.00	\$ 796,000.00	\$ 470,000.00	\$ 470,000.00	\$ 246,000.00	\$ 246,000.00	\$ 408,064.00	\$ 408,064.00
2(F)	Excavation	CY	355500	3.00	1,066,500.00	3.00	1,066,500.00	3.00	1,066,500.00	2.90	1,030,950.00
3(F)	Engineered Fill	CY	62910	2.00	125,820.00	3.00	188,730.00	0.50	31,455.00	3.50	220,185.00
4	Anchor Trench	LF	3180	15.00	47,700.00	3.00	9,540.00	17.00	54,060.00	14.00	44,520.00
5(F)	Operations & Liner Separation Layers	CY	134000	4.00	536,000.00	4.50	603,000.00	6.50	871,000.00	6.25	837,500.00
6	12" Aggregate Base Access Road	SF	80800	2.00	161,600.00	2.00	161,600.00	2.00	161,600.00	2.90	234,320.00
7	6" Aggregate Base Access Road	SF	16100	1.75	28,175.00	1.50	24,150.00	1.75	28,175.00	2.20	35,420.00
8	Expose Existing Liner for Tie-in	LF	1250	12.00	15,000.00	3.00	3,750.00	17.00	21,250.00	15.00	18,750.00
9(S)	Ag Well Abandonment	LS	LS	25,000.00	25,000.00	30,000.00	30,000.00	26,000.00	26,000.00	23,000.00	23,000.00
10(F-S)	Geosynthetic Clay Liner	SF	2448000	0.64	1,566,720.00	0.70	1,713,600.00	0.70	1,713,600.00	0.68	1,664,640.00
11(F-S)	Geomembrane	SF	2454500	0.65	1,595,425.00	0.71	1,742,695.00	0.70	1,718,150.00	0.70	1,718,150.00
12(F-S)	Geocomposite	SF	2454500	0.75	1,840,875.00	0.82	2,012,690.00	0.80	1,963,600.00	0.78	1,914,510.00
13(S)	Geoelectric Leak Location Surveys	LS	LS	50,000.00	50,000.00	60,000.00	60,000.00	60,000.00	60,000.00	100,000.00	100,000.00
14	18" Corrugated Metal Pipe	LF	242	90.00	21,780.00	95.00	22,990.00	75.00	18,150.00	75.00	18,150.00
15	24" Corrugated Metal Pipe	LF	60	300.00	18,000.00	320.00	19,200.00	100.00	6,000.00	99.00	5,940.00
16	4'x4' Drainage Inlet	EA	1	8,000.00	8,000.00	3,300.00	3,300.00	13,000.00	13,000.00	4,000.00	4,000.00
17(S)	Leachate Extraction and Storage System	LS	LS	230,000.00	230,000.00	310,000.00	310,000.00	200,000.00	200,000.00	260,000.00	260,000.00
18(S)	Leachate Collection System	LS	LS	200,000.00	200,000.00	125,000.00	125,000.00	600,000.00	600,000.00	230,000.00	230,000.00
19(S)	Secondary Liner Sump System and Pan Lysimeter	LS	LS	140,000.00	140,000.00	80,000.00	80,000.00	30,000.00	30,000.00	155,000.00	155,000.00
20(S)	Secondary Leachate Containment Pad	EA	2	25,000.00	50,000.00	25,000.00	50,000.00	30,000.00	60,000.00	88,000.00	176,000.00

TOTAL

\$ **8,522,595.00**
D&E Construction

\$ **8,696,745.00**
D&E Construction
Haydon Construction
Lighthouse Electrical
Fresno Concrete

\$ **8,888,540.00**
Arthur & Orum Well Drilling
D&E Construction

\$ **9,099,099.00**
D&E Construction
Geologic Associates
Arnaudo Construction

BID TABULATION SHEET

PROJECT: **VISALIA LANDFILL PHASE 4 EXPANSION**
 Location: TULARE COUNTY, STATE OF CALIFORNIA
 Opened by: Kirsten Bain

Bid Opening: 5/6/2020 11:00:00 a.m.
 No. of Bidders: 8

8. Bush Engineering

9

10

11

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilizaion	LS	LS	\$ 151,902.00	\$ 151,902.00	\$ -	\$ -	\$ -	\$ -		\$ -
2(F)	Excavation	CY	355500	8.72	3,099,960.00	0.00	0.00	0.00	0.00		0.00
3(F)	Engineered Fill	CY	62910	10.00	629,100.00	0.00	0.00	0.00	0.00		0.00
4	Anchor Trench	LF	3180	10.50	33,390.00	0.00	0.00	0.00	0.00		0.00
5(F)	Operations & Liner Separation Layers	CY	134000	6.30	844,200.00	0.00	0.00	0.00	0.00		0.00
6	12" Aggregate Base Access Road	SF	80800	3.82	308,656.00	0.00	0.00	0.00	0.00		0.00
7	6" Aggregate Base Access Road	SF	16100	4.09	65,849.00	0.00	0.00	0.00	0.00		0.00
8	Expose Existing Liner for Tie-in	LF	1250	8.50	10,625.00	0.00	0.00	0.00	0.00		0.00
9(S)	Ag Well Abandonment	LS	LS	31,823.00	31,823.00	0.00	0.00	0.00	0.00		0.00
10(F-S)	Geosynthetic Clay Liner	SF	2448000	0.70	1,713,600.00	0.00	0.00	0.00	0.00		0.00
11(F-S)	Geomembrane	SF	2454500	0.72	1,767,240.00	0.00	0.00	0.00	0.00		0.00
12(F-S)	Geocomposite	SF	2454500	0.82	2,012,690.00	0.00	0.00	0.00	0.00		0.00
13(S)	Geoelectric Leak Location Surveys	LS	LS	73,315.00	73,315.00	0.00	0.00	0.00	0.00		0.00
14	18" Corrugated Metal Pipe	LF	242	97.00	23,474.00	0.00	0.00	0.00	0.00		0.00
15	24" Corrugated Metal Pipe	LF	60	330.00	19,800.00	0.00	0.00	0.00	0.00		0.00
16	4'x4' Drainage Inlet	EA	1	3,000.00	3,000.00	0.00	0.00	0.00	0.00		0.00
17(S)	Leachate Extraction and Storage System	LS	LS	495,384.00	495,384.00	0.00	0.00	0.00	0.00		0.00
18(S)	Leachate Collection System	LS	LS	181,981.00	181,981.00	0.00	0.00	0.00	0.00		0.00
19(S)	Secondary Liner Sump System and Pan Lysimeter	LS	LS	8,600.00	8,600.00	0.00	0.00	0.00	0.00		0.00
20(S)	Secondary Leachate Containment Pad	EA	2	64,633.00	129,266.00	0.00	0.00	0.00	0.00		0.00

TOTAL

\$ 11,603,855.00

\$

-

\$

-

\$

-

D&E Construction
 Consolidated Testing Labs
 Haydon Construction
 Power Design
 Pacific Steel Group
 ESP Surveying

SUBCONTRACTORS

SUBCONTRACTORS

SUBCONTRACTORS

COUNTY OF TULARE
STATE OF CALIFORNIA

CONTRACT

THIS CONTRACT, entered into as of this 20th day of June, 2020, by and between the COUNTY OF TULARE, a political subdivision of the State of California hereinafter referred to as "County", and SUKUT CONSTRUCTION, LLC, hereinafter referred to as "Contractor";

WITNESSETH:

WHEREAS, County desires to carry out a project of constructing of VISALIA LANDFILL PHASE 4 EXPANSION, (hereinafter referred to as the "Work") in Tulare County.

WHEREAS, Contractor currently holds a Class A license from the State of California and must maintain the license from contract award through Contract acceptance (Public Contract Code § 20103.5) and is willing and able to perform the Work on the terms and conditions set forth herein.

WHEREAS, County publicly opens and reads bids at the time and place shown on the *Notice to Bidders*.

WHEREAS, County has offered this project through the statutorily prescribed bidding process, and through such process awarded this Contract to the lowest responsible and responsive bidder.

WHEREAS, should bid rigging, bidder collusion, and other fraudulent activities occur, Contractor shall call the U.S. Department of Transportation (DOT) toll-free hotline number (800) 424-9071. The service is available twenty-four (24) hours a day, seven (7) days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

NOW, THEREFORE, BE IT AGREED as follows:

ARTICLE I. For and in consideration of the terms, conditions and covenants hereinafter contained, Contractor will, at its own cost and expense, do all the work and furnish all the materials, except such work or material, if any, which the terms herein specifically provide will be furnished by County, necessary to construct and complete in good workmanlike and substantial manner and to the satisfaction of County's Director of Solid Waste or designee, VISALIA LANDFILL PHASE 4 EXPANSION in Tulare County.

Contractor will furnish such work and material in accordance with the terms and conditions set forth in County's Special Provisions (hereinafter referred to as the "Special Provisions") issued for this contract and project, which Special Provisions are incorporated herein by reference as if set out in full. Further, Contractor will furnish such work and material in accordance with the Standard Specifications dated 2018 (hereinafter referred to as the "Standard Specifications") and the Standard Plans dated 2018 (hereinafter referred to as the "Standard Plans"), issued by the Department of Transportation of the State of California, and the project plans described below, which the accepted Bid Proposal (Bid) to the Board of Supervisors by the Contractor, including all statements, bonds, and certificates required to be submitted thereunder, Standard Specifications, Standard Plans, and project plans are incorporated herein by reference as if set out in full.

The project plans for this project were approved April 7, 2020 and are entitled:

CONSTRUCTION DRAWINGS FOR THE
VISALIA LANDFILL PHASE 4 EXPANSION
COUNTY OF TULARE; STATE OF CALIFORNIA

ARTICLE II. Contractor agrees to receive and accept the following prices as full compensation from County, for furnishing all materials, for doing all the work contemplated and embraced in this Contract, for all costs,

losses, or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Board of Supervisors of the County of Tulare, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof in the manner and according to the Contract Documents as defined in Article XI, and the requirements of the Engineer under them, and in accordance with the bid of Contractor, the terms, conditions, and representations of which bid are incorporated herein by reference as if set out in full:

Item No.	Items with Unit Price Written in Words	Unit of Measure	Estimated Quantity	Unit Price	Amount
1	Mobilization at <u>Three Hundred Eight-five Thousand Dollars and No Cents</u> per lump sum.	LS	LS	\$385,000.00	\$385,000.00
2(F)	Excavation at <u>Two Dollars and Ten Cents</u> per cubic yard.	CY	355,500	\$2.10	\$746,550.00
3(F)	Engineered Fill at <u>Three Dollars and Ten Cents</u> per cubic yard.	CY	62,910	\$3.10	\$195,021.00
4	Anchor Trench at <u>Fifteen Dollars and No Cents</u> per linear foot.	LF	3,180	\$15.00	\$47,700.00
5(F)	Operations and Liner Separation Fill Layers at <u>Two Dollars and Thirty Cents</u> per cubic yard.	CY	134,000	\$2.30	\$308,200.00
6	12" Aggregate Base Access Road at <u>Two Dollars and Thirty-five Cents</u> per square foot.	SF	80,800	\$2.35	\$189,880.00
7	6" Aggregate Base Access Road at <u>One Dollar and Fifty Cents</u> per square foot.	SF	16,100	\$1.50	\$24,150.00
8	Expose Existing Liner for Tie-in at <u>Eighteen Dollars and No Cents</u> per linear foot.	LF	1,250	\$18.00	\$22,500.00
9(S)	Ag Well Abandonment at <u>Twenty-nine Thousand Dollars and No Cents</u> per Lump Sum.	LS	LS	\$29,000.00	\$29,000.00
10 (F-S)	Geosynthetic Clay Liner at <u>Sixty-nine Cents</u> per square foot.	SF	2,448,000	\$0.69	\$1,689,120.00
11 (F-S)	Geomembrane at <u>Seventy Cents</u> per square foot.	SF	2,454,500	\$0.70	\$1,718,150.00

Item No.	Items with Unit Price Written in Words	Unit of Measure	Estimated Quantity	Unit Price	Amount
12 (F-S)	Geocomposite at <u>Eighty-three Cents</u> per square foot.	SF	2,454,500	\$0.83	\$2,037,235.00
13(S)	Geoelectric Leak Location Surveys at <u>Seventy-five Thousand Dollars and No Cents</u> per lump sum.	LS	LS	\$75,000.00	\$75,000.00
14	18" Corrugated Metal Pipe at <u>Seventy Dollars and No Cents</u> per linear foot.	LF	242	\$70.00	\$16,940.00
15	24" Corrugated Metal Pipe at <u>Eighty-one Dollars and No Cents</u> per lump sum.	LF	60	\$81.00	\$4,860.00
16	4'x4' Drainage Inlet at <u>Seven Thousand Five Hundred Dollars and No Cents</u> per each	EA	1	\$7,500.00	\$7,500.00
17(S)	Leachate Extraction and Storage System at <u>Three Hundred Seventy Thousand Dollars and No Cents</u> per lump sum.	LS	LS	\$370,000.00	\$370,000.00
18(S)	Leachate Collection System at <u>One Hundred Sixty Thousand Dollars and No Cents</u> per lump sum.	LS	LS	\$160,000.00	\$160,000.00
19(S)	Secondary Liner Sump System and Pan Lysimeter at <u>Forty Thousand Dollars and No Cents</u> per lump sum.	LS	LS	\$40,000.00	\$40,000.00
20(S)	Secondary Leachate Containment Pad at <u>Thirty-three Thousand Dollars and No Cents</u> per each.	EA	2	\$33,000.00	\$66,000.00

TOTAL (In words and numbers) Eight Million One Hundred Thirty-two Thousand Eight Hundred Six Dollars and No Cents (\$8,132,806.00)

ARTICLE III. Contractor will be licensed as required by law and will be in compliance with the regulations of the Contractors' State License Board. Contractor will possess a Class A license from Contract award through Contract acceptance (Public Contract Code §20103.5). Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 9835 Goethe Road, Sacramento, California. Mailing Address: P.O. Box 26000, Sacramento, California 95826. Contractor will also comply with the licensing requirements specified in the "Notice to Bidders" which is specifically incorporated herein by this reference as if set out in full.

ARTICLE IV. Contractor agrees to comply with the prevailing wage laws as set forth in Labor Code sections 1770-1780 unless an applicable federal labor law imposes a higher wage or stricter requirement, in which case the higher wage or stricter requirement will apply, and Contractor agrees to be responsible for the compliance by all subcontractors with Labor Code section 1776 in accordance with Public Contract Code section 6109, with respect to subcontractors which are ineligible to perform work on public works projects pursuant to Labor Code section 1777.1 or 1777.7:

1. The Contractor must not allow any subcontractor ineligible pursuant to California Labor Code sections 1777.1 or 1777.7 to work on this project.
2. Contractor will repay to County any money paid to any such subcontractor allowed to work on this project.
3. Contractor will pay the wages of the workers of any such subcontractor allowed to work on this project.

The general prevailing wage rates and any applicable changes to these wage rates are available:

1. From the Department of Industrial Relations' website
2. On file at the Resource Management Agency Permit Center, 5961 South Mooney Boulevard, Visalia, CA 93277, which shall be made available to any interested person on request.
3. From the County Public Works website (see link in the Notice to Bidder section).

Contractor shall be responsible to post the general prevailing wage rates at a prominent place at each job site in accordance to section 7-1.02K(2) of the Caltrans Standard Specifications and Labor Code section 1773.2.

ARTICLE V. County does hereby engage Contractor as an independent contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions in the Special Provisions which are a part of this contract.

ARTICLE VI. Contractor will neither sell, assign, transfer, convey or encumber this Contract or any right or interest therein or thereunder, or suffer or permit any such sale, assignment, transfer, conveyance or encumbrance to occur by operation of law, without the prior written consent of County.

ARTICLE VII. This Contract may only be amended or modified, as permitted by the Public Contract Code, by written consent to such amendment or modification by each party.

ARTICLE VIII. The termination provisions of the Standard Specifications are incorporated by reference.

ARTICLE IX. Any and all notices or other matters required or permitted by this Contract or by law to be served on, given to, or delivered to either party hereto shall be in writing and shall be deemed duly served, given or delivered when personally delivered to the party to whom addressed, or in lieu of such personal service, when deposited in the United States mail, certified return receipt requested, addressed as follows:

Engineer: Bryce Howard, Director
Tulare County Solid Waste Dept.
5955 South Mooney Boulevard
Visalia, CA 93277

Contractor: Sukut Construction, LLC
4010 West Chandler Avenue
Santa Ana, CA 92704

ARTICLE X. Before approval of a Contract by County, Contractor must file with the Clerk of the Board of Supervisors evidence of insurance as set forth in 7-1.06 of the Special Provisions which outlines the minimum scope, specifications, and limits of insurance required under this Contract. Additional insured endorsements required as outlined below cannot be used to reduce limits available to County as an additional insured from Contractor's full policy limits. Insurance policies cannot be used to limit liability or to limit the indemnification provisions and requirements of this Contract or act in any way to reduce the policy coverage and limits available from the insurer(s). If Contractor fails to maintain or renew coverage, or to provide evidence of renewal, then County may consider that failure a material breach of this Contract. County may also withhold any payment otherwise due to Contractor for failure to provide evidence of renewal until Contractor provides such evidence.

ARTICLE XI. The Complete Contract between the parties shall consist of this Contract, Notice to Bidders, the Special Provisions, the 2018 Caltrans Standard Specifications, the project Plans, the 2018 Caltrans Standard Plans, the Technical Specifications, Construction Quality Assurance Plan, all Addenda, and the accepted Bid to the Board of Supervisors by the Contractor, including all statements, bonds, and certificates required to be submitted thereunder. Any prior agreements, promises, negotiations, or representations not expressly set forth in the Complete Contract shall be of no force or effect.

ARTICLE XII. Should there be any conflict between the terms of this Contract and the Bid of the Contractor, then this Contract shall control and nothing herein shall be considered as an acceptance of any conflicting terms.

ARTICLE XIII. In lieu of the attorney's notice of approval provided for in Section 8-1.04 of the Standard Specifications, the Engineer will deliver a written Notice to Proceed to the Contractor following execution of the Contract on behalf of the Board of Supervisors. Contractor shall begin work within fifteen (15) calendar days from the date the Notice to Proceed is issued, in full compliance with said Section 8-1.04 of the Standard Specifications.

Complete all work within ONE HUNDRED FIFTY (150) working days beginning on the fifteenth (15th) calendar day after the date shown on the Notice to Proceed. Contractor agrees to pay as liquidated damages and not as a penalty, the amount established pursuant to Section 8-1.10A of the Special Provisions, County and Contractor agree that if the Work is not completed within the Contract Time, then County's damages would be extremely difficult or impracticable to determine and that the amount specified is a reasonable estimate of the reasonable sum for such damages. Liquidated damages for all work shall be set to ONE THOUSAND DOLLARS (\$1,000) per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above. County may deduct any liquidated damages due from Contractor from any amounts otherwise due to Contractor under the Contract Documents. This provision shall not limit any right or remedy of County in the event of any other default of Contractor other than failing to complete the Work within the Contract Time.

ARTICLE XIV. This Contract reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

ARTICLE XV. Unless specifically set forth, the parties to this Contract do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

ARTICLE XVI. This Contract shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County, California.

ARTICLE XVII. The failure of either party to insist on strict compliance with any provision of this Contract shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Contract by the other party.

ARTICLE XVIII. The Recitals and the Exhibits to this Contract are fully incorporated into and are integral parts of this Contract.

ARTICLE XIX. This Contract is subject to all applicable laws and regulations. If any provision of this Contract is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Contract to either party is lost, the Contract may be terminated at the option of the affected party. In all other cases the remainder of the Contract shall continue in full force and effect.

ARTICLE XX. Each party will execute any additional documents and perform any further acts which may be reasonably required to effect the purposes of this Contract.

ARTICLE XXI. If a dispute arises out of or relating to this Contract, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-

binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. Contractor shall continue with its responsibilities under this Contract during any such dispute.

ARTICLE XXII. Contractor acknowledges that this Contract is subject to filing obligations pursuant to Unemployment Insurance Code section 1088.8. Accordingly, County has an obligation to file a report with the Employment Development Department, which report will include the Contractor's full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. Contractor agrees to cooperate with County to make such information available and to complete DE Form 542. Failure to provide the required information may, at County's option, prevent approval of this Contract, or be grounds for termination by County.

ARTICLE XXIII. This Contract represents the entire Contract between Contractor, and County as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Contract may be modified without the written consent of both parties.

ARTICLE XXIV. Contractor expressly understands and agrees that County is dependent upon certain Federal and/or State and/or local funding to pay the services provided in this Contract. If such Federal and/or State and/or local funding is discontinued and/or reduced, County shall have the right to terminate the Contract. In either event, County shall provide Contractor with at least thirty (30) days prior written notice of such termination.

ARTICLE XXV. Quality Assurance - The County uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. You may examine the records and reports of tests the County and/or the Materials Testing Consultant performs, if available.

Schedule work to allow time for QAP review and compliance.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand the year and date above first written.

SUKUT CONSTRUCTION, LLC

BOARD OF SUPERVISORS
COUNTY OF TULARE
STATE OF CALIFORNIA

By _____

By _____

Chairman of the Board
of Supervisors

Eddie Juarez, Vice President

"County"

Name Title

By _____

Attest: Jason T. Britt, County Administrative
Officer/Clerk of the Board of Supervisors

Paul Kuliev, CFO/Company Secretary

By _____
Deputy

Licensed in accordance with an act
Providing for registration of contractors
License No. 985106

Dated: _____
DocuSigned by:
E27525D3E9CC4AD

Approved as to form
County Counsel

Federal Employer Identification
No. 37-1702665

By _____
2020603 05/14/2020
Deputy County Counsel
(Matter ID 2020603)

CONSTRUCTION OF VISALIA LANDFILL PHASE 4 EXPANSION

CONTRACT DOCUMENT CHECKLIST

The Contractor must deliver to the County with the Contract the following items:

1. The signed Contract (four copies). Each copy of the Contract must be signed by both the company president or vice president and the company secretary or treasurer with the Contractors State License Board number and Federal Employer Identification Number.
2. The Statutory Performance Bond Pursuant to California Public Contract Code section 20129 and the Statutory Payment Bond Pursuant to California Civil Code Sections 9550 through 9566 (forms included herein), with either County Clerk's certificates or copies of power of attorney.
3. Certification Concerning Workers' Compensation Insurance.
4. Certificate(s) of Insurance in compliance with the requirements of section 7-1.06 of the Special Provisions including general liability, automobile and workers' compensation (a sample form is included).
5. Evidence that the Contractor possesses a current, valid Contractors State License Board required to perform the work under this Contract. A copy of the Contractor's license is sufficient.